IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE SIDE
CONTEMPT PETITION NO.369 OF 2003
IN
WRIT PETITION NO.3766 OF 2002

Shafiq Ulla & Ors. .... Petitioners
Vs.
Bhartiya Vikas (A) Co-op. Housing Society Ltd., and others .... Respondents

Sarvasri R.S. Apte with M.V. Limaye for the Petitioners.

Ms Leena Patil for the Respondent Nos.1, 4, 5, 6, 7 and 8.

Shri H.S. Anand for the Respondent No.6.

CORAM: R.M.S. KHANDEPARKAR, J.

DATED: DECEMBER 07, 2004

P.C:

1. Heard. The grievance of the petitioners relates to non-compliance of the consent order and the undertaking by the respondents regarding issuance of the notice for shifting. In that connection, attention is drawn to Clause 5 of the Consent Terms which reads thus:-

> "The respondent Nos.1, 6 to 88 agree, and undertake assure to vacate their premises within 30 days from the receipt of notice from the society including Board of administrator and on the

> transit camp accommodation being afforered and provided to the eligible slum Dweller by the Society (administrator) within the said period preferably in the same area wherein the slum dwellers are presently residing."

On plain reading of the above said clause, it is evidently clear that undoubtedly the respondent Nos.1, 6 to 88 had agreed to vacate their premises within 30 days from the receipt of notice from the Society. However, the said clause nowhere requires the Society to issue such a notice within 30 days from the date of the Consent Terms, nor there is any specific time mentioned for issuance of such a notice. The grievance being merely of non-issuance of the notice, certainly it would be a case of execution of such an order and it cannot be said that there is any wilful default on the part of the Society in not issuing the notice. Hence, there is no case for proceeding against the respondents for contempt of Court for the alleged grievance of the petitioners. Viewed from this angle, therefore, the petition is not maintainable and is hereby dismissed. The rule and the notice stand discharged.